

Ames

IUOE #234 (Blue Collar)

7/1/2006 6/30/2009

AMES / IUOE #234 (BLUE COLLAR)

06-09

AGREEMENT

CITY OF AMES

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 234



JULY 1, 2006 - JUNE 30, 2009

AGREEMENT  
CITY OF AMES  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 234C

July 1, 2006 through June 30, 2009

This agreement made and entered into as of this 1st day of July, 2006, by and between the City of Ames, Iowa, hereinafter known as the "Employer", and the "City", and the International Union of Operating Engineers hereinafter known as the "Union".

ARTICLE 1  
RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular employees in the following described unit as certified by the Public Employment Relations Board in Case No. 4735. Included in the unit are the following position titles: Meter Reader, Senior Meter Reader, Engineering Technician I, Engineering Technician II, Traffic Signal Technician, Traffic Signal Technician Lead Worker, Maintenance Worker, Park Maintenance Specialist, Senior Maintenance Worker, Mechanic, Lead Mechanic, Mechanic Assistant, Service Worker, Lane Worker, Truck Driver, Senior Heavy Equipment Operator, Heavy Equipment Operator, Parking Meter Repairworker, Building Maintenance Specialist, Water Meter Repairworker, Plumbing Inspector, Electrical Inspector, Housing Inspector, Building and Zoning Inspector, Water Plant Operator, Water and Water Pollution Control Laboratory Analyst, Water Pollution Control Plant Operator, Plant Maintenance Operator, Custodian, Laborer, Transit Driver, Water/Wastewater Laboratory Technician, Water Utility Locator, Resource Recovery Maintenance Operator, Resource Recovery Equipment Operator, Process Maintenance Worker, and Resource Recovery Lead Operator. Excluded are all supervisory personnel and all other City classifications.

ARTICLE 2  
DEFINITIONS

2.1 An employee is one described in Article I above.

2.2 A regular employee is a full-time or part-time permanent employee who has completed his/her probationary period.

A permanent employee is one whose employment is intended to be permanent and not temporary.

A full-time employee is one whose normal employment schedule is forty (40) hours or more per week.

A part-time employee is one whose normal employment schedule is for at least twenty (20) but less than forty (40) hours per week.

Excluded are employees whose normal employment schedule is less than twenty (20) hours per week.

Permanent employees hired on either a full-time or part-time basis shall be scheduled to work the number of hours for which they were hired unless modified because of unforeseen conditions or emergencies. In such cases the affected employee will be notified of this change at least ten (10) days in advance except in the case of emergencies.

A probationary employee is one who has not completed his/her first six months of continuous service with the City as a permanent employee. During the probationary period, such employee may be terminated, suspended, otherwise disciplined, or laid off for any reason at the sole discretion of the City.

2.3 Except where the context clearly indicates otherwise, the word "employee" when used in this agreement shall be limited to mean "regular employee".

2.4 "Days" when used in this agreement except where otherwise specified shall mean calendar days.

### ARTICLE 3 EMPLOYER AND UNION RIGHTS AND RESPONSIBILITIES

3.1 General Responsibilities. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the City must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees that it will earnestly strive to improve and strengthen good will between and among the City employees, the Union, and the public.

Accordingly, the Union agrees for itself and for employees of the City in the bargaining unit that they will individually and collectively perform safe, efficient and diligent service; that they will use their influence and best efforts to protect the property of the City and its interests and they will cooperate in promoting and advancing the welfare of the City and its service at all times as a matter of enlightened self-interest.

The City agrees, on its part, that it will cooperate with the Union to promote efficiency among the employees covered by this agreement.

The City and Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this agreement and to engage in no subterfuge for the purpose of defeating or evading the provisions hereof.

3.2 Management Rights. The Union recognizes those rights and responsibilities which belong solely, exclusively, and without limitation to the employer, including those rights set out in Section 7 of the Public Employment Relations Act (Chapter 20, Code of Iowa) and without limitation on the foregoing, the right to manage the City business and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate operations of the City, the right to determine the size and location of operations, the right to subcontract work, and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities, the right to create, modify and terminate departments, job classifications and job duties, the right to transfer, promote and demote employees, the right to discipline, suspend, and discharge employees and the right to lay off; the right to determine the number and starting times of shifts, the number of hours and days in the work week, and hours of work; the right to determine the number of persons to be actively employed at any time, the right to enforce and require employees to observe rules and regulations set forth by the City, and the right to set work standards and to maintain performance records for all jobs. Provided, however:

- (a) These management rights shall not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Union.
- (b) The right to discipline employees is subject to the limitations and procedures provided in this agreement.
- (c) The exercise of these management rights is subject to the express provisions of this contract and to the obligations of the employer with respect to the safety of the employees.

3.3 Non-Discrimination. The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion, or disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to

cooperate fully in any affirmative action program or action undertaken by the City.

3.4 Union Membership. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership.

3.5 No Lockout, No Strike. The Employer agrees that, during the term of this agreement, it will not engage in any lockout of its employees. It is agreed that, during the term of this agreement, there shall not be any work stoppage, strike, slowdown, picketing, or bannering, boycott, sympathy strike, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the Employer. As to picketing or bannering, the Union shall be responsible only for such picketing or bannering as is authorized by it, provided that the Union shall make every reasonable effort to eliminate any unauthorized picketing or bannering. Any or all employee(s) who violate this section may be discharged or disciplined.

3.6 Union Visitation Rights. For purposes of investigating pending grievances and consulting with Union stewards on legitimate Union business, duly authorized representatives of the Union shall have access to City premises only with the prior written consent of the City Manager and/or department head; this consent shall not be unreasonably withheld, but such visits by Union representatives shall not interfere with the normal performance of duties by City employees.

3.7 Bulletin Board. Bulletin board space shall be provided in each department affected by this contract which may be used by the Union or employees for the posting of Union notices relating to Union meetings or other bona fide Union business not contrary to the City's interests. These notices shall be signed by an official representative of the Union and initialed by the City Manager and/or department head before posting.

#### ARTICLE 4 ADJUSTMENT OF GRIEVANCES

4.1 Discipline.

- (a) The City will not discipline regular employees except for cause which is defined to include but not limited to the following: intentional falsification of employment application, time card or other records, intentional or reckless damage to City property, tardiness, drunkenness, drug usage (other than usage as prescribed by a licensed physician), failure to report for work without good cause, failure to give notice of inability to report for good cause, inefficiency, insubordination, theft, refusal to perform assigned duties, violation of City or Utility policies, rules or regulations, or any act or conduct which is in breach of or contrary to the provisions of this agreement.
- (b) In all cases where regular employees are suspended or discharged, notice thereof shall be given to the Union and the reasons therefor shall be given to the employee and to the Union upon request of the employee. If it is claimed that such discharge was in violation of this agreement and such claim cannot be satisfactorily settled by the employee, the Union steward and the immediate supervisor involved, appeal from discharge or suspension must be taken within five (5) working days by written notice to the City; otherwise, no appeal will be allowed. Such appeal shall be processed through the grievance procedure at Step 2.

4.2 Grievance and Arbitration. A grievance is defined as a dispute an employee or group of employees may have with the employer concerning the interpretation, application or violation of the terms of this agreement by the employer. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance, with or without his/her steward, to his/her section head or immediate supervisor or his/her assistant within five (5) working days after the occurrence upon which the grievance is based. The grievance shall be reduced to writing, signed

by the aggrieved employee and the steward (or business representative) and shall specifically state the section or sections of this agreement alleged to have been violated. The superintendent or his/her assistant shall give his/her oral answer to the steward within five (5) working days after the grievance has been presented to him/her.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee and/or steward within five (5) working days after the answer in Step One. The written grievance shall be promptly presented to the department head or his/her designated representative, who shall give his/her answer in writing to the employee and steward (or business representative) within five (5) working days after the grievance has been presented to him/her.

Step Three. If the employee or Union is not satisfied with the disposition of the Grievance in Step Two, it may be appealed by the employee or the Union within five (5) working days by presenting the grievance in writing to the City Manager. The answer of the City Manager after such investigation or hearing or other procedure as he deems appropriate shall be given within ten (10) working days after submission of the grievance to him/her.

Step Four.

(a) Demotion, Suspension, Discharge.

- (1) For employees covered under Civil Service, in matters of demotion, failure to promote, suspension or discharge, appeals from the City Manager's action on the grievance, where required, will be taken to the Civil Service Commission within fourteen (14) calendar days after the suspension, demotion or discharge in accordance with Chapter 400 of the Code of Iowa.
- (2) For employees not covered under Civil Service, in matters of demotion, suspension or discharge, appeals of the City Manager's action on the grievance may be taken to arbitration as described in Step 4(b).

(b) Other Grievances. Other grievances may be pursued beyond Step Three in the following manner:

Within ten (10) working days after the receipt of the City's Step Three answer, the grievance may be appealed by the Union to arbitration by submitting a written notice to the City Manager, signed by a representative of the Union. Such notice shall state the specific section(s) of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If the parties are unable to agree, the charging party shall, within thirty (30) days of the other party's denial at Step Three, request the Federal Mediation and Conciliation Service to submit to the parties a list of five (5) arbitrators. Immediately after receipt of the list the parties shall attempt to choose an arbitrator; or if unable to agree, the parties will alternately strike one (1) name from the list, beginning with the Union, until only one (1) name remains on the list. The person whose name remains unscratched will be the arbitrator selected. The parties shall cooperate in their mutual interest of effecting the arbitration procedures, without deliberate delay on the part of either the City or the Union.

4.3 Time Limits. The failure by an employee, the Union, or its representatives to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representatives from further pursuit of the grievance, and any such grievance shall be considered settled. The failure by the employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step. The time limits may be extended at any time by mutual written agreement.

4.4 Grievance and Arbitration Expenses and Limits. The Union and the employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. A decision of an arbitrator, within the scope of his/her authority, shall be final and binding on

the Union, the employer, and the aggrieved employee(s). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the City and the Union.

No grievance or arbitration shall be pursued or entertained which is properly cognizable or pursued under the Merit or Civil Service System or procedures established pursuant to Chapter 400, Code of Iowa.

## ARTICLE 5 MERIT SYSTEM CITY PERSONNEL RULES AND POLICIES

### 5.1

- (a) Civil Service employees and their employment which is covered by this agreement are subject to and governed by rules and procedures of the Civil Service Commission and Chapter 400, Code of Iowa.
- (b) Non-civil Service employees in the bargaining unit and their employment are covered by this agreement.

5.2 Employees subject to this contract shall not be eligible for merit type pay raises as outlined in the City personnel rules but will be subject to negotiated rates as herein contained.

## ARTICLE 6 SENIORITY

6.1 Definition. Seniority shall mean length of continuous full time, regular service in the service of the City. Permanent part-time employees are eligible for seniority on a prorated basis.

6.2 Application. Subject to the other provisions of this agreement, where qualifications, performance, ability and fitness are equal between those eligible for promotions to fill vacancies, or those subject to layoff or eligible for recall, seniority shall be considered in the selection of employees for such promotion, layoff or recall, and with respect to any such other matters as are expressly set out in this agreement.

## ARTICLE 7 (RESERVED)

## ARTICLE 8 (RESERVED)

## ARTICLE 9 FILLING VACANCIES

9.1 Types of Appointment. All vacancies in the competitive service shall be filled by transfer or demotion from a preferred list or by appointment from certified eligibles. In the absence of persons eligible for appointment in these ways, temporary appointments may be made.

9.2 Notice of Vacancy. Whenever a vacancy in the competitive service in the City is to be filled, the Human Resources Director shall cause to be posted notification of openings on the bulletin board in each department and/or functional area. The City Clerk shall advise the Human Resources Director as to the availability of persons on preferred lists or on promotion or open eligible lists. If there is no preferred list available for the class, the appointing power shall have the right to decide whether to fill the vacancy by transfer, or appointment from a promotional or open eligible list, provided that vacancies in the classes above the lowest in a promotional series of classes shall be filled by promotion when qualified candidates can be found among those persons employed in such series of classes.

9.3 Appointment. After interviews and investigations, the appointing power shall make appointments

from among those certified, and shall immediately notify the Clerk of the City of the persons appointed. A person accepting appointment shall present himself/herself to his/her department head for orientation, and processing on or before the date of appointment. If the applicant indicates acceptance of the appointment and presents himself/herself for duty within such period of time as the department head shall prescribe he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined appointment, unless within twenty-four (24) hours he/she presents acceptable reasons for his/her actions to the department head.

9.4 Temporary Appointment. Whenever there is a need for a short term or seasonal employee, or in the absence of a preferred list or certified eligible list, or when necessary to prevent the stoppage of public business, the appointing power may make a temporary appointment of an applicant meeting the minimum qualifications for the position until the services of the short-term employees are no longer required or until a list of eligibles can be certified. A temporary appointment to a Civil Service position made in the absence of a preferred or certified eligible list shall be limited to ninety (90) days for any one person in the same vacancy, but such limitation shall not apply to any person temporarily acting in a position regularly held by another. Temporary appointments to non-Civil Service positions in the bargaining unit shall be limited to one hundred twenty (120) days for any one person in the same vacancy, but such limitation shall not apply to any person temporarily acting in a position regularly held by another.

9.5 Temporary Assignments.

- (a) Policy. No employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties normally assigned to positions in his/her class, except on a short-term temporary or emergency basis.
- (b) Vacancy Because of Resignation, Termination, Death, Leave of Absence. In the event of a vacancy caused by resignation, termination, death, leave of absence, etc., a replacement may be temporarily assigned the duties of the position. The replacement shall receive the appropriate remuneration beginning with the first day he or she assumes the new duties.
- (c) Short-Term Absences. Employees who replace others because of a short-term absence such as normal sick leave and vacation time shall be compensated at the out-of-class rate for any time beyond two (2) normal work weeks.
- (d) Written Assignment and Acceptance. An employee may receive out-of-class pay only when the department head designates in writing that such employee is serving in the higher classification.
- (e) Under Emergency Situations or Unforeseen Conditions. As determined by the department head, and not in conflict with other sections of this article, an individual may be temporarily assigned to a position with a higher rate of pay and receive same when such position is created for a longer period of time than one (1) working day.
- (f) Employees in the Water and Pollution Control Department who voluntarily act as relief operators will receive the Operator pay scale at the appropriate level when they are operating a shift. For purposes of time-in-grade calculation to determine the appropriate pay level while acting as relief operators, the provisions of Section 12.5 (Time-In-Grade-Credit) will be applied in the same manner as in the case of promotions.

ARTICLE 10  
PROBATIONARY PERIOD

10.1 Length of Probationary Period--Procedure for Regular Appointment or Rejection. Employees shall be covered by this bargaining agreement upon successful completion of the probationary period prescribed by Chapter 400 of the Code of Iowa. All original appointments shall be subject to a probationary period of six (6) months of continuous service. The probationary period shall be regarded as a part of the examination process and shall be utilized for closely observing the employee's work and for securing the

most effective adjustment of a new employee to his/her position. Employees whose performance during this period indicates an inability to meet established standards shall be rejected. On or before the expiration of six (6) months continuous service of an employee, the employer will notify the Union as to whether the employee will become a regular employee.

Any leave of absence except approved military training or jury duty of more than one (1) work week in duration occurring during the initial six (6) months of employment shall not be included as part of the probationary period.

10.2 Rejection of Probationer. During the probationary period for an original appointment, an employee may be terminated at any time without the right of appeal.

10.3 In-Service Appointment. In accordance with Section 400.9(3) of the Code of Iowa, an employee who is laterally transferred, voluntarily demoted, or promoted shall hold full Civil Service rights in the position.

10.4 Return to Previous Position. During the first thirty (30) calendar days following a promotional appointment, an employee may return to the employee's previously held job if the position is still vacant, and subject to the requirements of Chapter 400 of the Code.

## ARTICLE 11 HOURS OF WORK, PAY RATE AND LEAVES

### 11.1

#### (a) Shift Workers.

- (1) Employees whose jobs are such that service requirements impose the necessity for continuous or substantially continuous operation of those jobs or operation of such jobs seven (7) days a week even though not continuously, shall be designated as "shift workers."
- (2) Eight (8) consecutive hours shall constitute a regular work day for shift workers except where time excluded for meals is agreed to by the City and the Union.
- (3) Five (5) regular work days shall be worked regularly within a regular work week, and all days off shall run consecutively unless otherwise mutually agreed between the City and the Union.
- (4) Shifts and scheduled work days shall be rotated between employees concerned, to the end that each employee shall serve his/her fair share of each shift. Scheduled regular work days and regular work hours shall be posted, and any changes made shall be posted at least ten (10) days in advance except in the case of emergencies or unforeseen circumstances. The ten (10) day written notice provision may be waived in the case of special assignments upon written agreement of the involved employee(s) and supervisor(s). No employee shall be coerced to waive the notice period.
- (5) Designated holidays shall be observed as officially recognized holidays except that Christmas Day, Thanksgiving Day, Labor Day, Independence Day, and New Years Day will be recognized on the actual holiday.
- (6) A shift premium shall be paid to Resource Recovery workers as follows:

Any shift starting between 10:00 p.m. and 2:00 a.m. shall be paid a shift differential of sixty cents (\$0.60) per hour.

(b) Day Workers.

- (1) Employees other than shift workers shall be designated "day workers".
- (2) Eight (8) consecutive hours, excluding time out for meals, shall constitute a regular work day for day workers.
- (3) Five (5) consecutive regular work days shall constitute one regular work week for day workers. Scheduled regular work days and regular work hours shall be posted and any changes made shall be posted at least ten (10) days in advance except in the case of emergencies or unforeseen circumstances. The ten (10) day written notice provision may be waived in the case of special assignments upon written agreement of the involved employee(s) and supervisor(s). No employee shall be coerced to waive the notice period.

(c) Meals.

- (1) Regular Work Week. If an employee is required to report to duty three (3) hours prior to his/her normal work day or works three (3) hours after his/ her normal work day or six (6) hours after the evening meal, the employee shall be entitled to a meal at City expense on his/her own time unless the meal is provided at the job site.
- (2) Holidays and Scheduled Days Off. If an employee works more than four (4) hours of overtime and through a meal or four (4) hours after the evening meal, the employee shall be entitled to a meal at City expense on his/her own time unless the meal is provided at the job site.
- (3) Reimbursement Rate. Employees will be paid for each meal earned through regular payroll at the rate of one-third (1/3) the Federal Per Diem Rate for meals and incidentals as published annually by the Internal Revenue Service.

(d) Rates of Pay -- Regular Work Week.

- (1) Straight Time. Straight time pay shall be paid for five (5) regularly scheduled eight (8) hour days per week.
- (2) Overtime Pay. Hours worked over eight (8) hours in a twenty-four (24) hour period beginning with the employee's normally scheduled starting time shall be paid at the rate of time and one-half (1 1/2) of an employee's regular hourly rate of pay. Double time shall be paid for hours worked over sixteen (16) hours in a twenty-four (24) hour period beginning with the employee's normally scheduled starting time.

For the purpose of determining overtime eligibility under this section, compensatory time or paid leave shall count toward eight (8) hours worked in a twenty-four (24) hour period.

For the purpose of determining double time eligibility under this section, compensatory time or paid leave shall count toward sixteen (16) hours worked in a twenty-four (24) hour period.

- (3) Compensatory time. An employee may elect to earn compensatory time off in lieu of overtime pay as determined by Sections 11.1(d)(2), 11.1(e), and 11.1(f) by notifying his/her supervisor by the end of the employee's pay period. If the employee does not notify the supervisor by the end of the pay period, the time shall be earned as overtime pay.

No regular full-time employee shall be allowed to accumulate more than sixty (60) hours of compensatory time. Compensatory time shall be granted at such times as are mutually agreed upon between the involved employee and his/her supervisor. If the supervisor and employee fail to reach an agreement on times to take compensatory leave, it is agreed that the City will

pay the overtime pay. Compensatory time off shall not be granted in units of less than one-half (1/2) hour at a time.

(4) Alternate Work Schedules.

At the sole discretion of management a shift comprising forty (40) hours per week of other than five (5) eight (8) hour days may be adopted for specific work units provided that each shift is not more than ten (10) hours per day. Overtime on a daily basis shall be paid for hours worked beyond a normally scheduled shift; e.g. for a ten (10) hour shift overtime shall begin with the eleventh (11th) hour. Should this provision be implemented, notice will be given to affected employees in accordance with Section 11.1(a)(4) or 11.1(b)(3).

For those employees on a work schedule of more than eight (8) hours per day, holiday pay of eight (8) hours shall be paid in accordance with Section 11.1(g); however, the employee may elect to use vacation or accrued compensatory time to make up the difference to equal the amount of a full day's pay.

This provision shall be on a trial basis and will not be included in any future bargaining agreement unless agreed to by the parties.

(e) Rates of Pay-Scheduled Days Off - Saturday/Sunday.

- (1) For compensation purposes the day will start at the same time the employee is regularly scheduled to start in the work week.
- (2) The employee shall be paid at the rate of one and one-half (1 1/2) times his/her regular hourly rate for the first sixteen (16) cumulative hours worked. Thereafter, the employee shall be paid at the rate of double time for such additional hours until twenty-four (24) hours have elapsed from the normal starting time.

- (f) If an employee is released from duty and is thereafter called back to work at the overtime rate as provided therein, a minimum of two (2) hours at one and one-half (1 1/2) times his/her regular hourly rate shall be paid for such time worked.

This provision shall not apply, however, for hours worked immediately prior to an employee's normal work shift if the employee is already at the work site and is willing to begin work. In this case, the regular overtime rate shall apply for extra time worked; with the employee still being entitled to work his/her full regular work shift.

- (g) Rates of Pay - Holidays. All of the provisions of Article 11.1(d) shall govern compensation for holidays with the following addition:

- (1) Eight (8) hours straight time compensation for the holiday in addition to the above.

As provided for in Section 11.3(a), an employee who takes sick leave on the closest regularly scheduled workday preceding or following a holiday may be required by the department head or his/her designee to provide a Physician's Certificate stating the reason for the absence. Failure to provide this Physician's Certificate in accordance with Section 11.3(a) will result in the loss of holiday pay.

- (h) Method of Computing Pay Rates. The annual rate of compensation for full time employees shall be computed by multiplying the hourly rate by 2080. The monthly rate shall be computed by dividing the annual rate by twelve (12). Any necessary rounding shall be in the conventional manner.

- (i) Any employee who is required to work continuously past his/her regular quitting time, will be

notified one-half (1/2) hour before the regular quitting time.

- (j) (1) Rest Time. If a Public Works employee is required to work outside of his/her regular hours between midnight and 4:00 a.m. such that he/she does not have eight (8) hours between release from the call back work and the beginning of his/her next day regular work time, the employee shall be entitled to one hour of rest time off at the straight time rate for each hour worked between midnight and 4:00 a.m. during the next day regular work time. The time off for rest may be taken at the beginning or end of the regular work schedule by mutual agreement with the employee's supervisor. If the time for taking the rest time cannot be agreed upon, the employee shall take the rest time at the beginning of the workday. This section shall not apply to:
- (a) Snow and ice crews.
  - (b) Shift workers who may split shifts covering an absence.
  - (c) When the next day is a holiday, a weekend, or the employee is scheduled for vacation.
- (2) Snow and Emergency Response Crews. An employee specifically assigned to snow and ice removal/control or other emergency response duties shall, after sixteen (16) or more continuous hours of work, be granted a rest period of at least eight (8) hours. When an employee is working under these circumstances the supervisor shall determine when the employee shall be permitted to leave work to begin the rest period. The rest period shall expire before the employee shall be instructed to report back to work. If any portion of such rest period extends into the employee's normally scheduled work period, the employee shall be paid for those hours at the straight time rate.

This section shall apply to Public Works Operations Division employees, as well as to employees from other City departments who either voluntarily or involuntarily are assigned to perform any work under the direction of the Operations Division.

#### 11.2 Vacation and Holiday Formulas.

- (a) Purpose. The purpose of vacation leave is to enable the employee to enjoy periodic rest from his/her regular job so that he/she may return to his/her work mentally refreshed.
- (b) Amount. All regular full time employees shall earn vacation on a monthly basis at the following rates which reflect longevity in City service.
- (1) Six (6) hours and forty (40) minutes each month for the first seven (7) years of service (months 1 through 84).
  - (2) Ten (10) hours each month through the fourteenth (14th) year of service (months 85 through 168).
  - (3) Thirteen (13) hours and twenty (20) minutes each month after completing fourteen (14) years (months 169 through 276).
  - (4) Sixteen (16) hours and forty (40) minutes each month after completing twenty-three (23) years (months 277 and on).
- (c) Part-Time Employees. Employees who work less than full-time, but more than 1,040 hours a year, shall be credited vacation on a pro-rata basis. For purposes of computing vacation leaves, a working day shall be considered as one-fifth (1/5) of the number of working or duty hours in the established work week.
- (d) Accrual. An employee who enters the employ of the City on or prior to the fifteenth (15th) of the month, or who leaves the employ of the City after the fifteenth (15th) of the month, shall earn

vacation leave for that month.

Vacation leave may be accumulated to a limit of one and one-half (1-1/2) times the annual rate and is expressed as follows to the nearest day:

Vacation leave shall not be accumulated in excess of fifteen (15) working days or in the case of employees with seven (7) or more years of service (months 85 through 168), twenty-three (23) working days, or in the case of employees with fifteen (15) or more years of service (months 169 through 276), thirty (30) working days, or in the case of employees with twenty-three (23) or more years of service (months 277 and on), thirty-eight (38) working days.

- (e) When Taken. No vacation leave may be taken by an employee until he/she has been in the continuous service of the City for a period of six (6) full months. Each department will maintain records of vacation leave credit and its use. Departments will schedule such vacation leaves with regard to seniority of employees, the department's operating requirements and responsibilities, and insofar as possible with the requests of employees.

Vacation leave shall not be granted in units of less than one-half (1/2) hour. CyRide employees will be granted vacation leave in increments of 0.1 hours, with a one-half (1/2) hour minimum.

- (f) Holidays Occurring During Vacation Period. In the event one or more municipal holiday(s) occur during an employee's scheduled vacation, such holiday shall not be charged as vacation leave. No holidays will be granted which fall during terminal vacation or leaves of absence.
- (g) Terminal Leave. Any permanent employee leaving the employ of the City shall be compensated for vacation leave credited and unused to the date of his/her termination, provided he/she has been in the continuous service of the City for at least six (6) full months and has given a two (2) week written notice to the appropriate department head.
- (h) Waiving Vacation Prohibited. Because vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.
- (i) Cy-Ride Drivers. The employer shall provide the opportunity for three (3) full-time and one (1) part-time Driver to be off for vacation during the summer months and two (2) full-time and one (1) part-time Driver during the winter months except for the first two (2) weeks of fall and spring semesters. Winter months shall be November 1 to March 31. Summer months shall be April 1 to October 31.

### 11.3 Sick Leave

- (a) Policy and Procedures. All probationary and full time permanent employees shall be entitled to sick leave with pay at the rate of one (1) working day for each calendar month of service. Part-time "A" step Transit Drivers and Lane Workers at CyRide will be eligible to accrue sick leave after they have completed 500 hours of work. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in the case of actual personal sickness, disability, or as utilized by Section 11.4 of this Article. Sick leave may also be used for physical examinations and consultation with physicians. Sick leave accrual rates for part-time employees are outlined in Section 23.1.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or the City Manager prior to the time set for beginning his/her daily duties. All sick leave shall be approved by the department head and City Manager. The department head may waive the daily notification requirement in cases of extended sick leave. In such cases the department head may require periodic reports of the employee's medical status and prognosis.

An employee may be required to provide substantiation of sick leave use which occurs immediately

preceding or following a holiday, as provided by Section 11.1(g).

If, during an absence of three (3) days or less, a department head suspects an employee is abusing sick leave, the employee may be required by his/her supervisor to provide a Physician's Certificate. The parties recognize that patterns of sick leave use may be indicative of abuse. These patterns include but are not limited to: frequent absences of short duration, failure to maintain a sick leave accrual balance, and absences before or after a holiday or weekend. If management determines that an employee's sick leave usage fits such a pattern, the employee will be asked to explain his/her reasons for such absences. If the employee claims to suffer from a chronic or recurring illness, the department head may require the employee to submit a physician's statement attesting to the condition and its effect on the employee's ability to perform the duties of his/her position, as well as the prognosis. The employee, supervisor, and the Union will agree on a plan, including a time frame, to improve attendance. The plan will be in writing. If attendance does not improve as agreed, or if the employee refuses to cooperate, discipline may be imposed.

Sick leave may be accumulated from year to year with no maximum limit and may be granted in minimum units of one-half (1/2) hour. Sick leave will be granted in 0.1 hour increments for employees of CyRide with a one-half (1/2) hour minimum.

An employee receiving temporary disability payments under the Worker's Compensation Laws may use accumulated sick leave in order to maintain his/her regular income.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave during such absence.

An employee who enters the employ of the City before the sixteenth (16th) day of the month or who leaves the employ of the City after the fifteenth (15th) day of the month shall earn sick leave for that month.

A monthly sick leave report shall be prepared and posted in all departments.

- (b) Payment for Unused Sick Leave. In the event of regular or disability retirement provided for under one of the officially established retirement plans of the City, or death of an employee prior to regular retirement, such employee is entitled to payment for unused sick leave as follows:

Twenty-five (25%) percent of the employee's last regular hourly rate of pay for all hours in excess of 720 (90-eight hour work days).

11.4 Family Sick Leave. Employees may use up to three (3) days of accrued sick leave per fiscal year for occasions which require the employee to care for a member of their immediate family who is incapacitated due to illness or injury, or who has examinations and consultations with physicians and other health care providers licensed by the State of Iowa. Family sick leave shall be subject to the same eligibility qualifications, documentation, and other terms and conditions as employee sick leave.

For the purpose of Family Sick Leave, immediate family is defined as spouse, children, step-children, foster children, parents, parents-in-law; or other dependents if living in the immediate household, provided that the relationship to the employee is by blood or marriage or is otherwise recognized by State or Local law.

#### 11.5 Emergency and Funeral Leave.

- (a) Emergency Leave. Emergency leave of up to three (3) days with pay shall be granted to all probationary and permanent full-time employees in the event of death or serious illness in the immediate family (mother, father, foster parent, husband, wife, son, daughter, foster child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law). Two (2) days of additional emergency leave may be granted and charged to

sick leave.

Serious illness shall generally be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition.

Days when an employee may absent himself/herself from the work place will be determined by the employee and the department head or appropriate supervisor.

- (b) Funeral Leave. Permanent full-time employees may be allowed up to four (4) hours off with pay to attend the funeral of a City employee or a retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The department head may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.

11.6 Military and Peace Corps Leaves. The City Manager shall grant leave without pay to employees for the purpose of regular service or training duty in the Armed Forces of the United States or as an action volunteer without loss of seniority; provided that military leave shall be with pay during the first thirty (30) days of such leave. All employees taking such leave shall give the City Manager an opportunity to determine, within the limits of government regulations, when such leave shall be taken. At his/her option, an employee commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave.

An employee ordered to report for active duty in the National Guard or Reserve Military, Naval or Air Forces of the Nation, shall present copies of such orders to the Human Resources Department at least ten (10) days before the reporting date, or as soon as such orders are received if the employee is required to report in less than ten (10) days from first notification of duty to report, in order to be covered.

11.7 Leave of Absence Without Pay. The City Manager may grant a permanent or probationary employee a leave of absence without pay if in his/her opinion such leave will serve the best interests of the City. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Leave of more than sixty (60) days, except for disability, shall result in loss of seniority right. Sick leave or vacation benefits do not accrue during a leave without pay.

Transit Drivers on authorized leave without pay taken for the mutual benefit of the employee and Cy-Ride during periods of seasonal reduced bus service, shall continue to accrue seniority during such leaves up to 120 days. Cy-Ride departmental seniority shall be based on hours worked.

Department heads may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) week. Such leave shall be reported immediately to the City Manager.

An employee shall have a leave of absence without pay if appointed to an elective office of the City until the expiration of the balance of the term of such office.

11.8 Candidate for Elective Office Leave. Any full time employee who becomes a candidate for any elective office shall take thirty (30) days leave of absence, without pay, commencing thirty days (30) prior to the election for said office. However, an employee who is a candidate for a non-partisan office not related to his/her employment, shall not be required to take a leave of absence if such employee refrains from campaigning while on duty as an employee.

11.9 Jury Duty Leave. Every employee who is called or required to serve as a trial juror or as a witness for the Federal Government, State of Iowa, or a political subdivision thereof, shall be entitled to absent himself/herself from his/her duties during the period of such service or while necessarily present in court as

a result of such call. Under such circumstances, the employee shall be paid the difference between his/her regular pay and any compensation received by him/her, except travel, food, or lodging compensation for such duty.

11.10 Holidays. The following shall be holidays for employees of the City of Ames: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, plus a floating Christmas holiday to be established. When Christmas falls on Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday or Thursday, in addition to the legal holiday observance, the following work day also shall be observed as a holiday.

Employee shall not be required to be on duty on holidays unless the employee's services are required for an emergency or performance of an essential public service. If a day or shift worker is called to service on a holiday when they were not scheduled to work, the employee shall be entitled to pay at two (2) times their regular rate. If a day or shift worker is scheduled to work on a holiday, the employee shall be entitled to pay at one and one-half) 1-1/2 times their regular rate.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

#### 11.11 Injury Leave.

- (a) Accident Reports. When an employee of the City suffers an injury in line of duty, a report of such accident shall be made immediately by the head of the department in which such individual is employed to the Risk Manager. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
- (b) Leave. Injury leave (with pay) shall be granted to permanent employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned job.
- (c) Request for Payment of Wages. If, in the opinion of the department head, the injured employee is unable to return to work after one (1) work week, he/she shall file with the Risk Manager a request that the committee approve further absence of the employee and the continuation of payments equivalent to his/her regular salary or wage for a specified period which shall not exceed two (2) 15-day pay periods. The committee may require that such request for continued payment of salary or wages be accompanied by a statement from the employee's physician, or other physician designated by the committee, certifying that the injured employee will be unable to perform the duties of his/her position during such period.
- (d) Method of Payment. During such injury leave, the City shall pay each employee his/her full pay, either as direct payment from salary funds or as Worker's Compensation insurance benefits, or both, but the total amount so paid for loss of time from work shall not exceed the full pay which said employee would have received for such period at his/her regular rate of pay. Such injury leave shall not be charged against the employee's sick leave or vacation benefits.
- (e) Extent of Leave. Such injury leave may be extended for as long as six (6) months unless it is determined sooner by competent medical authority, approved by the disability committee and the City Manager, that the employee can return to duty. Employees, if still disabled beyond six (6) months will be entitled to leave with pay as follows:
  - (1) Three (3) months with Worker's Compensation benefits plus two-thirds (2/3) of the difference between the employee's full pay and Worker's Compensation benefits.
  - (2) Another three (3) months with Worker's Compensation benefits and one-third (1/3) the difference between the employee's full pay and Worker's Compensation benefits.

- (3) At the end of one (1) year from the date of injury, the employee shall be entitled to Worker's Compensation benefits for the duration of his/her disability as provided by the Code of Iowa.
- (4) If declared by competent medical authority, approved by the disability committee and City Manager, to be unable to return to work or to be permanently disabled, the employee shall, after one (1) year from the date of disabling injury, be permitted to use his/her vacation and normal sick leave as provided for in these rules, before being retired from City service.
- (f) Notice of Injury - Failure to Report. An employee who is physically able and who fails to report within twenty-four (24) hours an injury, however minor, to his/her foreman or supervisor and to take such first aid or medical treatment as may be necessary shall not be entitled to or eligible for injury leave as outlined above.

#### 11.12

- (a) Clothing and Equipment Provisions. Attached hereto is an addendum indicating clothing and equipment provided employees (safety equipment - OSHA approved).
- (b) Tool Allowance. Full-time skilled and semi-skilled mechanics in the Cy-Ride and Equipment Services shops shall receive an annual tool reimbursement in the amount of two hundred dollars (\$200.00) for skilled mechanics and one hundred fifty dollars (\$150.00) for semi-skilled. In order to receive the tool reimbursement the mechanic must submit copies of the receipts to his/her supervisor to verify purchase of tools.

11.13 Health Insurance. The City will make available to each regular full-time and each regular part-time employee a health insurance program consisting of medical, dental and prescription drug coverage. Health insurance plans offered by the City to employees will include at least one traditional fee-for-service (indemnity) plan and one primary care physician (PCP) plan. Plans, insurance carriers, third party administrators, enrollment periods, funding methods, premium rates and other administrative decisions are determined by the City. At the top step, part-time employees of CyRide are eligible to receive single health insurance coverage at the same cost as part-time merit employees.

- (a) Prescription Drugs. Employee co-payments shall be \$4.00 for generic and selected over-the-counter drugs, \$10.00 for preferred brand name drugs, and \$25.00 for all other prescription drugs. Drug co-payments shall not be eligible for reimbursement under the medical coverage. The maximum annual out-of-pocket cost for prescription drugs shall be \$750 per covered member \$1,500 per covered family unit.
- (b) Contributions. For fee-for-service (indemnity) plans, the City's contribution to the family monthly premium shall be ninety (90) percent. The City's contribution for single monthly premium shall be ninety-five (95) percent effective July 1, 2004, and ninety (90) percent effective July 1, 2005. For primary care physician (PCP) plans, the City's contribution to the respective single or family monthly premium shall be the same rate as for merit employees (with a minimum of ninety percent). The balance of the monthly premium cost, if any, shall be paid by the employee.

In cases where married spouses both work for the City and are eligible for health insurance coverage, contributions will be as follows. If both spouses select family coverage, the spouses shall evenly divide the employee's portion of the monthly premium. If both spouses select single coverage, each spouse shall pay the applicable monthly employee contribution for single coverage.

Regular part-time employees who elect to participate in single or family health insurance coverage shall pay the entire premium for this coverage.

The City's contribution is for health insurance premiums only. Any employee electing not to take the insurance benefit shall not be entitled to any cash refund.

- (c) Health Insurance Advisory Committee. Recognizing the mutual benefits of controlling health care costs and of having a healthy workforce, the Union agrees to have two representatives actively participate in a health care advisory committee. This committee will advise the City administration in evaluating the administration of the health insurance program, in communicating with system members, and in making recommendations for plan design changes. The Union does not waive its right to negotiate health insurance benefits by participating in this committee.

11.14 Flexible Benefit Plan. Should the City, during the term of this agreement elect to offer to all regular full-time non-union employees a flexible benefit plan, the City agrees to offer the same plan to all regular full-time bargaining unit employees.

11.15 Life Insurance. The City shall provide a \$50,000 life insurance policy to all full-time employees. Coverage is effective on the first day of the month following thirty (30) days of employment.

The City shall provide a \$5,000 life insurance policy to all regular part-time employees. Coverage for regular part-time employees is effective on the first day of the month following one (1) year of employment.

11.16 Breaks. When possible, employees will be allowed two (2) breaks per eight (8) hour shift. Each break will be no longer than fifteen (15) minutes in duration.

11.17 Disability Insurance. The Utility Retirement System provides insurance coverage for disability. This coverage is described in the printed retirement plan booklet.

The City shall provide long-term disability insurance coverage to all regular full-time employees not under the Utility Retirement System. The coverage is effective on the first day of the month following one (1) year of employment.

Accumulated sick leave may be used to provide income during the initial sixty (60) calendar days. Sick leave beyond sixty (60) days will remain in the employee's accumulation for use when the employee is able to return from the disability.

## ARTICLE 12 TRANSFER, PROMOTION, DEMOTION

12.1 Promotion. A promotion is the movement of an employee other than by reclassification from one class to another class having a higher maximum rate of pay.

An employee receiving a promotion shall be entitled to receive the "A" rate of compensation in the classification to which he/she is being promoted. If the employee is currently receiving a higher rate of pay than the "A" step, such employee shall receive the rate of pay corresponding to the nearest higher step in the new classification. The placing of an employee in a new step is for compensation purposes only. Time-in-grade credit will be determined according to Section 12.5 below.

12.2 Demotion. A demotion is the movement of an employee from one class to another class having a lower maximum rate of pay.

An employee receiving a demotion shall be entitled to receive the rate of pay corresponding to the nearest in the new classification lower than his/her present rate of pay. The placing of an employee in a new step is for compensation purposes only. Time-in-grade credit will be determined according to Section 12.5 below.

12.3 Transfer. A transfer is the movement of an employee from one position to another position in the same class or to another classification having the same pay range assignment.

If an employee receives a transfer to a classification with a "C" step identical to the "C" step in the present

classification, the employee shall not be entitled to any increase in pay but shall be entitled to receive time-in-grade credit as outlined in Section 12.5 below.

If an employee is reassigned within the City in the same classification, he/she shall be entitled to the same rate of pay and time-in-grade credit that was present prior to the reassignment.

12.4 Rates of Pay/Effective Date. Any employee who receives a promotion, demotion or transfer will receive the applicable rate of pay in a step as outlined above and shall not be entitled to any rate of pay inconsistent with steps after such action.

12.5 Time-in-Grade Credit. For promotion, demotion and transfers, the following policy shall govern. An employee who is promoted, demoted, or transferred to a new classification that is directly related to his/her present classification, as outlined below, shall be entitled to one (1) month credit for each one (1) month worked in the present classification.

An employee who is promoted, demoted, or transferred to a new classification that is related to his/her present classification, as outlined below, shall be entitled to two (2) months credit for each three (3) months worked in the present classification.

An employee who is promoted, demoted or transferred to a new classification that is unrelated to his/her present classification, as outlined below, shall be entitled to one (1) month credit for each three (3) months worked in the present classification. In no case shall an employee receive more than six (6) months credit for unrelated work.

#### DIRECTLY RELATED

##### Within Division

Meter Reader	Senior Meter Reader
Maintenance Worker/Process Maint. Worker	Heavy Equipment Operator
Maintenance Worker/Process Maint. Worker	Resource Recovery Equipment Operator
Maintenance Worker	Parks Maintenance Specialist
Maintenance Worker	Building Maintenance Specialist
Maintenance Worker/Process Maint. Worker	Senior Maintenance Worker
Maintenance Worker	Water Utility Locator
Senior Maintenance Worker	Resource Recovery Maintenance Operator
Heavy Equipment Operator	Senior Heavy Equipment Operator
Resource Recovery Equipment Operator	Senior Heavy Equipment Operator
Traffic Signal Technician	Traffic Signal Technician Lead Worker
Lane Worker	Mechanic Assistant
Service Worker	Mechanic Assistant
Mechanic Assistant	Mechanic
Mechanic Assistant	Fleet Technician
Mechanic	Lead Mechanic
Fleet Technician	Lead Fleet Technician
Water Meter Technician	Water Meter Repairworker
Resource Recovery Maintenance Operator	Resource Recovery Lead Operator

##### Outside Division

Maintenance Worker	Parks Maintenance Specialist
Maintenance Worker/Process Maint. Worker	Building Maintenance Specialist
Maintenance Worker/Process Maint. Worker	Water Utility Locator
Maintenance Worker	Senior Maintenance Worker
Parks Maintenance Specialist	Building Maintenance Specialist
Resource Recovery Equipment Operator	Senior Heavy Equipment Operator
Heavy Equipment Operator	Senior Heavy Equipment Operator

Service Worker  
 Mechanic Assistant  
 Mechanic Assistant  
 Mechanic  
 Mechanic  
 Lead Mechanic  
 Water Meter Repair Worker  
 Maintenance Worker

Mechanic Assistant  
 Mechanic  
 Fleet Technician  
 Lead Mechanic  
 Fleet Technician  
 Lead Fleet Technician  
 Maintenance Worker  
 Process Maintenance Worker

## RELATED

### Within Division

Laborer  
 Maintenance Worker  
 Maintenance Worker  
 Resource Recovery Equipment Operator  
 Process Maintenance Worker  
 Maintenance Worker  
 Maintenance Worker/Process Maint. Worker  
 Maintenance Worker  
 Maintenance Worker\*  
 Maintenance Worker\*  
 Senior Maintenance Worker  
 Water/WW Laboratory Technician  
 Water Plant Operator  
 WPC Plant Operator

Maintenance Worker  
 Traffic Signal Technician  
 Senior Heavy Equipment Operator  
 Senior Heavy Equipment Operator  
 Resource Recovery Maintenance Operator  
 Heavy Equipment Operator  
 Resource Recovery Equipment Operator  
 Plant Maintenance Specialist  
 Water Plant Operator  
 WPC Plant Operator  
 Plant Maintenance Specialist  
 Water/WW Laboratory Analyst  
 Plant Maintenance Specialist  
 Plant Maintenance Specialist

### Outside Division

Laborer  
 Maintenance Worker  
 Maintenance Worker  
 Maintenance Worker  
 Maintenance Worker  
 Maintenance Worker  
 Maintenance Worker  
 Maintenance Worker  
 Maintenance Worker\*  
 Maintenance Worker\*  
 Maintenance Worker  
 Resource Recovery Equipment Operator  
 Senior Maintenance Worker  
 Parks Maintenance Specialist  
 Water/WW Laboratory Technician\*  
 Water/WW Laboratory Technician\*  
 Water/WW Laboratory Analyst  
 Water/WW Laboratory Analyst  
 Water Plant Operator  
 Water Plant Operator  
 Water Plant Operator  
 WPC Plant Operator\*  
 WPC Plant Operator  
 WPC Plant Operator  
 WPC Plant Operator  
 Plant Maintenance Specialist

Maintenance Worker  
 Heavy Equipment Operator  
 Resource Recovery Equipment Operator  
 Senior Heavy Equipment Operator  
 Traffic Signal Technician  
 Resource Recovery Maintenance Operator  
 Plant Maintenance Specialist  
 Senior Maintenance Worker  
 Water Plant Operator  
 WPC Plant Operator  
 Water Meter Repairworker  
 Senior Heavy Equipment Operator  
 Plant Maintenance Specialist  
 Water Meter Repairworker  
 WPC Plant Operator  
 Water Plant Operator  
 Water Plant Operator  
 WPC Plant Operator  
 Resource Recovery Maintenance Operator  
 Plant Maintenance Specialist  
 Resource Recovery Lead Operator  
 Water Plant Operator  
 Resource Recovery Maintenance Operator  
 Plant Maintenance Specialist  
 Resource Recovery Lead Operator  
 Resource Recovery Maintenance Operator

Plant Maintenance Specialist  
Parking Meter Repairworker

Resource Recovery Lead Operator  
Water Meter Repairworker

UNRELATED -- All other relationships

\*with required operator certification, otherwise unrelated.

12.6. Transit Driver Step Increases. Transit Drivers who are placed on full-time status following part-time service shall be eligible for step increases in accordance with Addendum A, and shall receive credit for half time or three quarter time status on a pro-rata basis for the purpose of calculating months of service for step advancement. This provision shall apply only to service after July 1, 1985.

ARTICLE 13  
TERMINATION FROM THE SERVICE

13.1 Suspension. The appointing power may suspend an employee from his/her position with or without pay at any time for neglect of duty, disobedience of orders, misconduct or failure to properly perform his/ her duties. Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) days in any fiscal year.

13.2 Discharge. The appointing power may discharge any employee for neglect of duty, disobedience, misconduct, or failure to properly perform his/her duties. Any permanent employee who has been discharged shall be entitled to receive a written statement of the reasons for such discharge. A permanent employee may appeal the discharge through the grievance procedure provided by Article 4.

13.3 Layoff. When required by the public interest as declared by City Council resolution, the appointing power may lay off any employee. Written notice at least ten (10) working days prior to such action shall be given to the affected employee.

13.4 Resignation. An employee wishing to leave the City service in good standing shall file with the appropriate department head a written resignation stating the effective date and reasons for leaving at least two (2) weeks before leaving the service, unless such time limit is waived by the City Manager. A statement by the department head concerning the resigned employee's service performance and other pertinent information as prescribed by the Human Resources Director shall thereupon be forwarded to the Human Resources Department.

13.5 Retirement. Whenever an employee meets the conditions set forth in the Utility Retirement Plan or IPERS, whichever is applicable, he/she may be retired and shall receive all benefits earned under such plan.

ARTICLE 14  
REDUCTION IN FORCE

14.1 Authority. When required by the public interest as declared by City Council resolution, the appointing power may abolish any position. All provisions of this Article shall be applied in conformance with Chapter 400 of The Code of Iowa.

14.2 Civil Service Status/Seniority. In the event the City reduces its work force, layoff and seniority provisions of Chapter 400 of the Code of Iowa shall apply to employees having Civil Service status.

Should a reduction in force affect bargaining unit employees not covered by Civil Service, seniority will be applied for those employees in the same manner as for those employees having Civil Service rights.

If a Civil Service employee has been promoted from a non-Civil Service classification, the procedures set forth in Chapter 400 of the Code of Iowa shall be applied in determining his/her relative seniority in the

non-Civil Service classification(s) in which he/she had previously served.

For the purpose of seniority credit, all service must be continuous with the City and permanent/regular; temporary service shall not apply. An employee who has served temporarily in a higher classification in out-of-class status shall receive seniority in his/her regular classification for that period.

14.3 Order of Reduction. While management has the right to create or abolish specific positions, for the purpose of applying seniority and displacement rights, the order of reduction in force shall be as follows:

- (1) Temporary employees
- (2) Employees extended beyond the mandatory retirement age (if such reduction is not in conflict with the law)
- (3) Probationary employees
- (4) Permanent employees in reverse order of seniority as determined under this Article.

14.4 Displacement Rights. In order to displace (bump) another employee having less seniority in a lower classification, an employee must have prior permanent service in that classification and meet the current qualification requirements for that classification.

14.5 Vacancy Bidding. An employee who is to be removed from his/her position as a result of a reduction in force shall have the option of bidding on a bargaining unit position that is vacant at the time of the reduction in force, whether or not he/she had previous service in that classification, subject to the following conditions:

- (1) The vacant position must be equal or lower in grade than the one from which the employee is to be removed.
- (2) The employee must meet current qualification requirements for the position, including any qualifications required by the Civil Service Commission.
- (3) If more than one employee bids for a vacant position under this provision, seniority as determined under this Article shall prevail if qualifications are substantially equal. However, employees with prior service in the classification shall have preference over employees who have not had such prior service.

14.6 Trial Period. An employee who displaces another employee or assumes a vacant position will have thirty (30) days to demonstrate ability to perform the work satisfactorily, or be laid off.

14.7 Notice. The City agrees to provide affected employees and the Union written notice ten (10) days prior to the effective date of the reduction. The employee has ten (10) days from receipt of the layoff notice to notify the Human Resources Department of his/her intention to displace another employee.

14.8 Preferred Lists. The names of employees who have been laid off as a result of a diminution of employees in any classification shall be placed on a Preferred list for that classification for a period of three (3) years. When a Preferred list is used to fill vacancies, the City shall certify names from said list equal to the number of vacancies to be filled in the order of seniority (reverse order of layoff).

Employees on Preferred lists will be given preference for temporary and casual employment. The City will make reasonable attempts to contact such employees. Seniority will not prevail unless such work is in the classification or classifications from which the employee has been laid off. An employee who refuses an offer of temporary or casual employment will not forfeit recall rights.

14.9 Recall. Employees shall be recalled in order of their seniority (reverse order of layoff).

When an employee is notified of the availability of a position with the City, the employee must accept the offer within seventy-two (72) hours and report for work within fourteen (14) days or be removed from the Preferred list.

14.10 Sick Leave. An employee's sick leave will be frozen and retained while the employee is laid off. If the employee has not been recalled by the end of the recall period, as provided for in this Article, sick leave will be forfeited.

14.11 Rate of Pay. When an employee is demoted to any bargaining unit position as a result of a reduction in force, his/her rate of pay will be determined in accordance with Section 12.2 of this agreement. Time-in-grade credit will be applied as required by Section 12.4. If the employee is demoted to a classification in which he/she has not previously served, the rate of pay shall be the entry step.

## ARTICLE 15 EMPLOYEE DEVELOPMENT

15.1 General Policy and Responsibilities. The City Council encourages the development of each employee to his/her fullest potential. Responsibility for establishing training programs for employees shall be assumed jointly by the City Manager and the department heads with input from the Union regarding training needs. Such training programs may include courses, seminars, workshops, demonstrations, assignment of reading matter, or such other methods as may be available for improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties.

15.2 Credit for Training. Participation in and successful completion of special training programs shall be considered in making advancements and promotions. Employees are encouraged to develop and further their job skills and personal potential by participation in training courses for personnel. Evidence of successful completion of training programs shall be filed by the employee with the City Manager and made a part of the employee's personnel file.

15.3 Reimbursement for Training Expenses. To encourage employee development, the City may reimburse an employee for tuition and materials required in obtaining approved training which is related to the employee's present or future job responsibilities. Reimbursement will be made in accordance with procedures to be established by the City Manager. The employee must successfully complete the prescribed requirements of the course, and must reimburse the City for any advance payments in the case of withdrawal or failure. If an employee who has received reimbursement terminates his/her work with the City within one (1) year after completion of the course, an amount equal to the reimbursement will be deducted from his/her last check.

15.4 Education Incentive Pay. Employees currently receiving education incentive pay will be grandfathered in and be allowed to continue to receive \$5.00 per month until their five (5) years of payments has been reached. These payments are for each approved three-credit course or equivalent, successfully completed on the employee's own time, up to a maximum of thirty (30) units.

15.5 Certificates of Achievement. The City Manager may establish policies and procedures for the awarding of certificates of achievement to recognize employee personal development achievements.

15.6 Employees who take courses to better their positions are eligible for one (1) of three (3) benefits, i.e. reimbursement for training expenses, education incentive pay, or time off with pay to take the relevant course. In no case shall an employee receive more than one (1) of three (3) benefits without the express prior written approval of the City Manager.

ARTICLE 16  
RETIREMENT SYSTEMS

16.1 Membership. Any employee who meets the membership requirements established by State law or City ordinance for the respective retirement systems of the City shall automatically become a member of either the Utility Retirement System or IPERS upon employment.

16.2 Re-employment Following Retirement. Any employee retiring under IPERS or other City retirement plan shall not be re-employed in a regular position by any department of the City. This provision includes all employees whether or not they retire prior to regular retirement age, provided that an employee on disability retirement who later recovers from such disability shall not be barred from re-employment.

ARTICLE 17  
MEDICAL EXAMINATIONS

17.1 New Employees. Candidates for appointment shall undergo a medical examination by a physician selected by the City Manager following a conditional offer of employment. The purpose of the medical examination shall be to determine whether the candidate can perform the essential functions of the position with or without reasonable accommodation.

17.2 Examination Forms. Forms to be used by the examining physician shall be provided by the City or shall be provided by the examining physician or medical facility subject to approval by the Human Resources Director. Information contained in medical reports shall be confidential and available only to authorized persons.

17.3 Candidates With Disabilities. Candidates with disabilities may be appointed to positions in the competitive service provided they are able to perform the essential functions with or without reasonable accommodation. The circumstances of each individual case shall be carefully considered, with special weight given to the report of the examining physician.

17.4 Examination During Employment. When, in the judgment of the City Manager, an employee's physical or mental condition is such that it is desirable to evaluate his/her capacity to perform the duties of his/her position, the City Manager may require the employee to undergo a medical examination. The following procedure shall be followed:

- (a) The examination shall be done by a physician selected by the City Manager in consultation with the employee's personal physician should the employee so choose.
- (b) The report of the examining physician(s) shall be submitted to the City Manager.
- (c) In the event that the employee's physician and the physician selected by the City do not agree on the employee's fitness for duty, these physicians shall choose a third physician who shall make the determination. The report of this third physician shall be submitted to the City Manager and this determination shall be final.
- (d) The cost of the examination(s) will be paid by the City.

17.5 Examination Following Absence. Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from his/her doctor or take a medical examination before returning to duty. The City Manager shall determine if such release or examination is required.

17.6 Criterion for Evaluating Physical Fitness. Subject to the provisions of the Americans With Disabilities Act, permanent employees shall be considered fit if:

- (a) The condition does not interfere with the performance of duty.

- (b) The condition does not make the individual a hazard to his/her fellow employees.
- (c) The work performed would not adversely affect the health of the individual.

17.7 Annual Medical Examinations (Resource Recovery Personnel). Due to the nature of the materials handled at the Resource Recovery Plant, all employees exposed to these materials will be provided by the City with a basic annual physical examination. A hearing test, x-rays (if required by attending physician) and tetanus shots will also be provided. Arrangements for such physicals may be made through the Public Works Director's office.

## ARTICLE 18 MISCELLANEOUS RULES

18.1 Outside Employment. No employee in the competitive service may hold outside employment unless approved by the department head. Approval of outside employment depends upon the effect outside employment may have upon the efficiency of the employee, and whether or not the outside employment is compatible with the employee's position with the City.

18.2 Incompatible Activities. An employee shall not engage in any activity or enterprise which is incompatible with his/her duties as a City employee or with the duties, functions, and responsibilities of the department in which he/she is employed. The following activities shall be considered incompatible with City employment:

- (a) Any employment, activity, or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, or supplies, or the badge, uniform, prestige, or influence of a City office or employment.
- (b) Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or as part of his/her duties as a City employee.
- (c) Involves the performance of an act in other than his/her capacity as a City officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee or the agency by which he/she is employed.
- (d) Involves so much of the employee's time that it impairs his/her attendance or efficiency in the performance of his/her duties as a City officer or employee.

18.3 Acceptance of Gifts. Employees shall not accept personal gifts offered to them because of or in the course of their employment with the City as provided in the Code of Iowa, and any amendment thereto and any court interpretations.

18.4 Employment of Relatives. It is the general policy of the City to avoid the employment of members of the immediate family to work in the same department. No individual may be hired or transferred into a department in which he/she may be supervised by a relative of such person or by an individual having administrative discretion over said individual's employment. The definition of immediate family in this case includes mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, foster parent or first cousin.

18.5 Service Awards. The City Manager may establish policies and procedures for awarding of service awards to employees for long and honorable service to the City.

18.6 Residence Requirement. The required residence area is the area bordered by the Boone and Story County lines on the north and south, State Highway 65 on the east; and on the west, County Road R27

north of Boone, and the Des Moines River south of Highway 30 to the Boone County line. Communities intersected by the borderlines, and Zearing, shall be considered within the area. The permitted residency area is that area inside the borderlines. The area adjacent to but outside the borderlines is not included. After completing his/her probationary period, a new employee shall, within three (3) months, reside within the residency area. The department head may allow an employee up to an additional three (3) months if the employee provides documentation of financial commitment to move within the residence area.

18.7 Unreasonable Weather. The City will not require employees covered by this agreement to work out of doors during unreasonable weather conditions unless such work is necessary to protect life or property or maintain service to the public.

## ARTICLE 19 SUGGESTION SYSTEM

19.1 Suggestion System. An employee suggestion system is hereby created for the purpose of encouraging employees to submit suggestions which will improve the efficiency and effectiveness of City government. The City Manager shall establish such regulations as are necessary to insure the effective operation of the suggestion system.

## ARTICLE 20 POLITICAL ACTIVITIES OF EMPLOYEES

### 20.1 Campaign Contributions.

- (a) Local Elections. No officer or employee of the City shall, directly or indirectly, contribute any money or anything of value to any candidate for nomination or election to any City office or to any local campaign or political committee or take active part in any City political campaign, except to cast his/her vote and to express his/her personal opinion, nor shall any such candidate or committee solicit such contributions or active political support from any such officer or employee.
- (b) A person holding a City position shall not, while performing official duties or while using City equipment at the person's disposal by reason of this position, solicit in any manner contributions for any purpose, or engage in any activity during working hours that impairs the efficiency of the position or presence during the working hours.
- (c) A person holding a City position shall not, by the authority of the position, secure or attempt to secure in any manner for any other person an appointment, or advantage in appointment, to a City position or an increase in pay, or other advantage of employment, in any such position for the purpose of influencing the vote or political action of that person, or for any other consideration.
- (d) A person who, in any manner, supervises a City employee shall not, directly or indirectly, solicit the person supervised to contribute money or anything of value, or service for any purpose not connected to said person's employment.

20.2 Candidacy for Elective Office. Any person who shall become a candidate for any elective office shall, commencing thirty (30) days prior to the date of the primary or general election, and continuing until such person is eliminated as a candidate, either voluntarily or otherwise, automatically receive leave of absence without pay and during such period shall perform no duties connected with the office or position so held.

Nothing in Section 20.1 or Section 20.2 shall prohibit any employee; or group of employees, individually or collectively, from expressing honest opinions and convictions or making statements and comments concerning their wages or other conditions of employment.

ARTICLE 21  
CLASSIFICATIONS AND WAGE RATES

21.1 Performance Ratings.

- (a) Policy. Department heads are required to submit, periodically, reports on the individual performance of all employees in the competitive service. The rater shall discuss the report with the employee privately and objectively. Employees, whether agreeing with the report or not, shall sign the following statement in the report, "I have read the foregoing report." Any employee may, at any time, examine his/her own performance reports.
- (b) Types of Reports. The following summary indicates the types of performance reports and their use:
  - (1) An interim probationary report is prepared at the end of five (5) weeks of employment.
  - (2) A final probationary report may be prepared just prior to completion of the probationary period. This report summarizes probationary performance, and contains the recommendation for permanent appointment or removal.
  - (3) An annual report of performance shall be submitted.
  - (4) A follow-up report is prepared within a specified period of time, usually thirty (30) to ninety (90) days following any annual or final probationary report which indicated "below average" performance. Each of the reports above shall be prepared by the employee's immediate supervisor and submitted to the department head for review and approval.
- (c) If an individual is dissatisfied with his/her performance evaluation, the employee may, within thirty (30) days of this evaluation, grieve such evaluation up to and including step three of the grievance procedure.

21.2 Deferred Income. The City of Ames makes available to all employees a deferred income plan whereby an individual can defer a portion of his/her current salary for use at a pre-determined retirement date. The City of Ames does not make a financial contribution to this plan. Information is available from the Director of Finance in Finance Administration.

21.3 Payroll Deduction of Dues. The City agrees to deduct, once each month, dues, initiation fees, and other uniform assessments in the amount certified by the Secretary-Treasurer of the local Union from the pay of those employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted each month by the City to the treasurer of the Union. Any member of the Union may revoke this check-off authorization at any time by giving the City thirty (30) days written notice, and upon receipt of such notice, the City shall immediately notify the Union.

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, judgments, or other forms of liability or costs that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

21.4 Longevity Pay. In addition to the pay plan, the City will pay employees for length of continuous service at the following rates on a yearly basis.

5 years	\$100	14 years	\$280	23 years	\$460
6 years	120	15 years	300	24 years	480
7 years	140	16 years	320	25 years	500
8 years	160	17 years	340	26 years	520
9 years	180	18 years	360	27 years	540
10 years	200	19 years	380	28 years	560
11 years	220	20 years	400	29 years	580
12 years	240	21 years	420	30 years	600
13 years	260	22 years	440	31 and +	*

\*For years of continuous service after thirty (30) years, add twenty dollars (\$20) for each year over thirty (30) years.

Employees working on a regular part time basis are eligible for one-half (1/2) longevity benefits. Longevity will be apportioned for any portion of a payment period for an employee who terminates due to death, disability or retirement.

Longevity payments shall be made twice a year - December 1 and April 1. The semi-annual payments shall be in the amount of one-half (1/2) the yearly longevity payments.

Years of service will be measured as of July 1, 1977, and July 1, of succeeding years. An employee completing five (5) years of service before July 1 will be eligible for longevity pay beginning December of that year. An employee completing five (5) years of service on or after July 1 will be eligible for longevity pay during the following fiscal year or one (1) year later.

Longevity payment will be made to employees who are on unpaid medical leave or on Utility Retirement System Disability when management has determined that the employee's position will remain open pending the employee's return to duty.

## ARTICLE 22 GENERAL PROVISIONS: TERM OF CONTRACT

22.1 Complete Agreement. The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Notwithstanding the foregoing this agreement may be amended, modified, or supplemented at any time by mutual agreement of the parties if such agreement is reduced to writing and signed by the parties.

22.2 Separability and Savings. In the event any provisions of this contract conflict with the existing laws of the United States or of the State, as determined by a court or other governmental agency of competent jurisdiction, that part of said contract in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said law shall be unenforceable, and nothing contained in this contract shall be construed as to require the employer or the union to violate any applicable laws. Both employer and the union state that it is their intent to comply with all existing laws.

22.3 Termination. Except where otherwise provided herein, this agreement shall become effective July 1, 2006. It shall remain in full force and effect until the 30th day of June, 2009, and shall be automatically

renewed year to year thereafter unless on or before September 1, prior to the expiration date, either party gives notice in writing of a desired change in or termination of this agreement.

22.4 Base Pay. Rates of pay shall be set out in Addendums A, B, and C.

22.5 New Hires. Employees hired in the future will start at the appropriate step on the pay plan and will advance through the steps upon completion of the required number of months in the particular job classification they hold.

A partial deferral of the hourly rate will be applied during the first 500 hours of work for new employees of CyRide after completing training as follows:

- First year of the contract – 20 cents per hour.
- Second year of the contract and thereafter – 30 cents per hour.
- Upon completion of 500 hours, employees would receive the deferred amount. Also, the differential will be included in their base pay at that point.

22.6 Part-time Employees. Part-time employees included in this unit will be paid on an hourly equivalent based upon dividing the appropriate annual rate by 2,080 (hours in work year).

22.7 Hiring Above Minimum. New employees will be recruited at the beginning step of the pay plan except in cases where it is difficult to fill a position following normal recruitment procedures. In such cases, the Human Resources Director may authorize hiring up to 80% of Step C in the pay plan. Such hiring above the minimum shall not be used to diminish the authority or right of the union in any way. The Union will be notified when new hirings are made above the rates established in the pay plan.

## ARTICLE 23

23.1 Part-Time Employees. Part-time employees are those employees who work 20 or more hours but less than 40 hours per week. Part-time employees for the purpose of sick leave, vacation, and holidays, are defined as:

- (a) Status 2 - part-time employees working 20 or more hours per week. Receive one-half (1/2) benefits for sick leave and vacations. In terms of holidays, half-time employees (Status 2) would receive time and one-half (1-1/2) compensation for any hours worked on a scheduled, designated holiday. Effective July 1, 2005, Status 2 employees working on a holiday will be entitled to four (4) hours straight time compensation for the holiday in addition to the above. Those Status 2 employees not working on a holiday receive four (4) hours pay.
- (b) Status 5 - part-time employees working 30 or more hours per week. Receive three-fourths (3/4) benefits for sick leave and vacations. In terms of holidays, three-fourths time employees (Status 5) receive time and one-half (1-1/2) compensation for any hours worked on a scheduled, designated holiday. Effective July 1, 2005, Status 5 employees working on a holiday will be entitled to six (6) hours straight time compensation for the holiday in addition to the above. Those Status 5 employees not working on a holiday receive six (6) hours pay.

Part-time employees shall be eligible for overtime compensation only for those hours worked in excess of forty (40) hours per week. A part-time employee required to work continuously past his/her regular quitting time will be notified one-half (1/2) hour before his/her regular quitting time, except in unforeseen circumstances.

The City shall attempt to schedule part-time hours on a regularly scheduled basis, however, the parties understand that these employees shall not be guaranteed a set schedule. Starting times, ending times, working hours, working days, or number of days may vary, depending upon the needs of the City. The City will attempt to give as much notice as possible when changes occur. Work assignments of less than two (2) hours will be scheduled before 11:30 p.m. of the previous day.

A part-time employee called back to work after or before his/her regular shift shall receive a minimum of two (2) hours straight time. If the employee and management mutually agree, this two (2) hour minimum may be waived, if such waiver is in writing.

It is agreed that provisions of Section 11.1 do not apply to part-time employees.

#### ARTICLE 24

24.1 Bus Passes for Transit Drivers. Bus drivers will be allowed to ride free on the Cy-Ride buses during non-rush hours. These non-rush hours will be designated by the Director of Transportation. These employees will be required to show a pictured ID when they board a bus to take advantage of this benefit. The cost of the pictured ID will be paid for by each driver.

#### ARTICLE 25

25.1 Standby. An employee is assigned to standby when the employer directs the employee, in writing, to be accessible by phone, portable radio or pager and be prepared to work. An employee who has not been assigned to standby duty shall not be penalized if unable or unwilling to work when requested to do so. This provision shall not apply to employees of Cy-Ride.

When it is required by the City for an employee to standby, it shall be for periods of one (1) week and the employee shall be paid at the rate of \$180.00. When on standby, the employee must be prepared to immediately respond to any call-in with a minimal amount of delay.

Transit Drivers required to carry a beeper while off duty shall be paid fifty cents (\$0.50) per hour for the time they are on call for runs "OCAM", "OCM", "OCPM", and "OCN." When on call, Transit Drivers must report for duty within one (1) hour of being called.

#### ARTICLE 26

26.1 Training Pay for Transit Drivers.

- (a) Transit driver trainees will be paid at the rate of \$6.00 per hour. The training period consists of all time for out-of-bus training and in-bus training when the trainee is accompanied by another driver or some other person giving the training. Following the successful completion of the training program, which will last no more than the first month of employment, the trainee will then receive the Step A wage rate.
- (b) Transit drivers assigned to the training of new drivers will be paid an additional \$1.75 per hour when conducting such training.

Agreed to this 1st day of July, 2006, at Ames, Iowa.

CITY OF AMES, IOWA

BY Ann Campbell

IUOE LOCAL UNION 234C

BY Leib Lene  
Kevin Hoffhauser

**ADDENDUM A**  
**EFFECTIVE 7/1/06 – 6/30/07**

CLASS			STEP A (START)		STEP B (18 MOS)		STEP C (48 MOS)	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
300	0141	Meter Reader	30,700.80	14.76	34,819.20	16.74	40,996.80	19.71
302	0142	Senior Meter Reader	32,219.20	15.49	36,337.60	17.47	44,491.20	21.39
304	1110	Engineering Technician I	29,286.40	14.08	33,134.40	15.93	39,041.60	18.77
306	1111	Engineering Technician II	31,803.20	15.29	36,899.20	17.74	42,348.80	20.36
308	1131	Traffic Signal Technician	33,155.20	15.94	37,606.40	18.08	44,179.20	21.24
309	1134	Traffic Signal Tech Lead	34,840.00	16.75	39,436.80	18.96	46,363.20	22.29
310	1222	Plumbing Inspector	39,748.80	19.11	44,928.00	21.60	52,603.20	25.29
312	1223	Electrical Inspector	39,748.80	19.11	44,928.00	21.60	52,603.20	25.29
314	1225	Housing Inspector	39,748.80	19.11	44,928.00	21.60	52,603.20	25.29
315	1226	Building & Zoning Inspector	39,748.80	19.11	44,928.00	21.60	52,603.20	25.29
321	1307	Lead Lane Worker	23,982.40	11.53	29,244.80	14.06	31,595.20	15.19
316	1311	Transit Driver (Full-time)*	26,728.00	12.85	31,553.60	15.17	37,897.60	18.22
318	1311	Transit Driver (PT 20 hrs)*		10.98		13.38		14.47
320	1318	Lane Worker	22,838.40	10.98	27,830.40	13.38	30,097.60	14.47
364	1319	Service Worker	See page 30					
322	1322	Mechanic Assistant	31,907.20	15.34	36,296.00	17.45	42,660.80	20.51
323	1322	Mechanic Assistant (CyRide)	30,742.40	14.78	36,296.00	17.45	42,660.80	20.51
325	1323	Mechanic (CyRide)	36,795.20	17.69	40,601.60	19.52	47,756.80	22.96
327	1324	Lead Mechanic (CyRide)	38,625.60	18.57	42,660.80	20.51	50,086.40	24.08
370	1326	Fleet Technician	See page 30					
371	1328	Lead Fleet Technician	42,182.40	20.28	44,782.40	21.53	52,769.60	25.37
329	5111	Plant Maintenance Specialist	38,084.80	18.31	43,139.20	20.74	50,814.40	24.43
328	5112	Water Plant Operator	40,414.40	19.43	45,780.80	22.01	53,768.00	25.85
330	5130	Water Utility Locator	36,795.20	17.69	41,662.40	20.03	49,108.80	23.61
332	5131	Water Meter Repair Worker	34,902.40	16.78	39,603.20	19.04	46,550.40	22.38
334	5140	Water/PC Lab Technician	32,780.80	15.76	36,628.80	17.61	42,536.00	20.45
336	5141	Water/PC Lab Analyst	40,414.40	19.43	45,780.80	22.01	53,768.00	25.85
338	5213	WPC Plant Operator	40,414.40	19.43	45,780.80	22.01	53,768.00	25.85
339	5220	Res. Rec. Lead Operator	38,043.20	18.29	43,118.40	20.73	50,668.80	24.36
340	5221	Res. Rec. Maintenance Operator	36,275.20	17.44	41,121.60	19.77	48,193.60	23.17
342	5411	Plant Maintenance Operator	40,414.40	19.43	45,780.80	22.01	53,768.00	25.85
343	5412	Process Maintenance Worker	See page 30					

\*Transit Driver Trainees will be paid in accordance with Section 26.1. Time-in-grade credit for step advancement for part-time Transit Drivers and Lane Workers is to be based upon hours actually worked.

**ADDENDUM A**  
**EFFECTIVE 7/1/06 – 6/30/07**

CLASS			<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>		<u>STEP C (48 MOS)</u>	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
362	6111	Laborer	See below					
344	6112	Maintenance Worker	See below					
346	6113	Senior Maintenance Worker	35,422.40	17.03	40,164.80	19.31	47,195.20	22.69
348	6114	Parks Maintenance Specialist	35,900.80	17.26	37,960.00	18.25	44,366.40	21.33
350	6121	Building Maintenance Specialist	34,902.40	16.78	39,603.20	19.04	46,550.40	22.38
352	6151	Truck Driver	27,456.00	13.20	31,033.60	14.92	36,545.60	17.57
354	6152	Senior Heavy Equipment Oper	37,252.80	17.91	39,603.20	19.04	46,550.40	22.38
356	6153	Heavy Equipment Operator	33,924.80	16.31	36,046.40	17.33	42,390.40	20.38
372	6154	Res Rec Equipment Operator	35,048.00	16.85	37,169.60	17.87	43,534.40	20.93
358	6161	Parking Meter Repair Worker	31,824.00	15.30	36,046.40	17.33	42,390.40	20.38

CLASS			<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
364	1319	Service Worker	29,057.60	13.97	34,278.40	16.48
362	6111	Laborer	27,393.60	13.17	32,198.40	15.48
366	6163	Custodian	26,332.80	12.66	30,950.40	14.88

CLASS			<u>Annual</u>	<u>Hourly</u>
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>		
370	1326	Fleet Technician		
		Step A – 4 ASE tests	40,164.80	19.31
		Step B – 7 ASE tests (within 1 year)	43,492.80	20.91
		Step C – 10 ASE tests (within 2 years)	46,820.80	22.51
		Step D – ASE certified (within 3 years)	50,273.60	24.17
343	5412	Process Maintenance Worker		
		Step A (Start)	30,576.00	14.70
		Step B (6 Months)	32,032.00	15.40
		Step C (12 Months)	33,737.60	16.22
		Step D (18 Months)	34,985.60	16.82
		Step E (24 Months)	36,462.40	17.53
		Step F (36 Months)	37,918.40	18.23
		Step G (48 Months)	39,395.20	18.94
344	6112	Maintenance Worker		
		Step A (Start)	30,596.80	14.71
		Step B (12 Months)	31,387.20	15.09
		Step C (24 Months)	32,593.60	15.67
		Step D (48 Months)	38,313.60	18.42

**ADDENDUM B**  
**EFFECTIVE 7/1/07 – 6/30/08**

CLASS			STEP A (START)		STEP B (18 MOS)		STEP C (48 MOS)	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
300	0141	Meter Reader	31,782.40	15.28	36,046.40	17.33	42,432.00	20.40
302	0142	Senior Meter Reader	33,342.40	16.03	37,606.40	18.08	46,051.20	22.14
304	1110	Engineering Technician I	30,305.60	14.57	34,299.20	16.49	40,414.40	19.43
306	1111	Engineering Technician II	32,926.40	15.83	38,188.80	18.36	43,825.60	21.07
308	1131	Traffic Signal Technician	34,320.00	16.50	38,916.80	18.71	45,718.40	21.98
309	1134	Traffic Signal Tech Lead	36,067.20	17.34	40,809.60	19.62	47,985.60	23.07
310	1222	Plumbing Inspector	41,142.40	19.78	46,508.80	22.36	54,454.40	26.18
312	1223	Electrical Inspector	41,142.40	19.78	46,508.80	22.36	54,454.40	26.18
314	1225	Housing Inspector	41,142.40	19.78	46,508.80	22.36	54,454.40	26.18
315	1226	Building & Zoning Inspector	41,142.40	19.78	46,508.80	22.36	54,454.40	26.18
316	1311	Transit Driver (Full-time)*	27,664.00	13.30	32,656.00	15.70	39,228.80	18.86
318	1311	Transit Driver (PT 20 hrs)*		11.36		13.85		14.98
321	1307	Lead Lane Worker	24,814.40	11.93	30,264.00	14.55	32,697.60	15.72
320	1318	Lane Worker	23,628.80	11.36	28,808.00	13.85	31,158.40	14.98
364	1319	Service Worker	See page 32					
322	1322	Mechanic Assistant	33,030.40	15.88	37,564.80	18.06	44,158.40	21.23
323	1322	Mechanic Assistant (CyRide)	31,824.00	15.30	37,564.80	18.06	44,158.40	21.23
325	1323	Mechanic (CyRide)	38,084.80	18.31	42,016.00	20.20	49,420.80	23.76
327	1324	Lead Mechanic (CyRide)	39,977.60	19.22	44,158.40	21.23	51,833.60	24.92
370	1326	Fleet Technician	See page 32					
371	1328	Lead Fleet Technician	43,659.20	20.99	46,342.40	22.28	54,620.80	26.26
329	5111	Plant Maintenance Specialist	39,416.00	18.95	44,657.60	21.47	52,603.20	25.29
328	5112	Water Plant Operator	41,828.80	20.11	47,382.40	22.78	55,640.00	26.75
330	5130	Water Utility Locator	38,084.80	18.31	43,118.40	20.73	50,835.20	24.44
332	5131	Water Meter Repair Worker	36,129.60	17.37	40,996.80	19.71	48,172.80	23.16
334	5140	Water/PC Lab Technician	33,924.80	16.31	37,918.40	18.23	44,033.60	21.17
336	5141	Water/PC Lab Analyst	41,828.80	20.11	47,382.40	22.78	55,640.00	26.75
338	5213	WPC Plant Operator	41,828.80	20.11	47,382.40	22.78	55,640.00	26.75
339	5220	Res. Rec. Lead Operator	39,374.40	18.93	44,636.80	21.46	52,436.80	25.21
340	5221	Res. Rec. Maintenance Operator	37,544.00	18.05	42,556.80	20.46	49,878.40	23.98
342	5411	Plant Maintenance Operator	41,828.80	20.11	47,382.40	22.78	55,640.00	26.75
343	5412	Process Maintenance Worker	See page 32					

\*Transit Driver Trainees will be paid in accordance with Section 26.1. Time-in-grade credit for step advancement for part-time Transit Drivers and Lane Workers is to be based upon hours actually worked.

**ADDENDUM B**  
**EFFECTIVE 7/1/07 – 6/30/08**

CLASS			STEP A (START)		STEP B (18 MOS)		STEP C (48 MOS)	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
362	6111	Laborer	See below					
344	6112	Maintenance Worker	See below					
346	6113	Senior Maintenance Worker	36,670.40	17.63	41,579.20	19.99	48,838.40	23.48
348	6114	Parks Maintenance Specialist	37,148.80	17.86	39,291.20	18.89	45,926.40	22.08
350	6121	Building Maintenance Specialist	36,129.60	17.37	40,996.80	19.71	48,172.80	23.16
352	6151	Truck Driver	28,412.80	13.66	32,115.20	15.44	37,814.40	18.18
354	6152	Senior Heavy Equipment Oper	38,563.20	18.54	40,996.80	19.71	48,172.80	23.16
356	6153	Heavy Equipment Operator	35,110.40	16.88	37,315.20	17.94	43,867.20	21.09
372	6154	Res Rec Equipment Operator	36,275.20	17.44	38,480.00	18.50	45,052.80	21.66
358	6161	Parking Meter Repair Worker	32,947.20	15.84	37,315.20	17.94	43,867.20	21.09

CLASS			STEP A (START)		STEP B (18 MOS)	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
364	1319	Service Worker	30,076.80	14.46	35,484.80	17.06
362	6111	Laborer	28,350.40	13.63	33,321.60	16.02
366	6163	Custodian	27,248.00	13.10	32,032.00	15.40

CLASS			<u>Annual</u>	<u>Hourly</u>
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>		
370	1326	Fleet Technician		
		Step A – 4 ASE tests	41,579.20	19.99
		Step B – 7 ASE tests (within 1 year)	45,011.20	21.64
		Step C – 10 ASE tests (within 2 years)	48,464.00	23.30
		Step D – ASE certified (within 3 years)	52,041.60	25.02
343	5412	Process Maintenance Worker		
		Step A (Start)	31,636.80	15.21
		Step B (6 Months)	33,155.20	15.94
		Step C (12 Months)	34,923.20	16.79
		Step D (18 Months)	36,212.80	17.41
		Step E (24 Months)	37,731.20	18.14
		Step F (36 Months)	39,249.60	18.87
		Step G (48 Months)	40,768.00	19.60
344	6112	Maintenance Worker		
		Step A (Start)	31,657.60	15.22
		Step B (12 Months)	32,489.60	15.62
		Step C (24 Months)	33,737.60	16.22
		Step D (48 Months)	39,644.80	19.06

**ADDENDUM C**  
**EFFECTIVE 7/1/08 – 6/30/09**

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>		<u>STEP C (48 MOS)</u>	
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
300	0141	Meter Reader	32,884.80	15.81	37,315.20	17.94	43,908.80	21.11
302	0142	Senior Meter Reader	34,507.20	16.59	38,916.80	18.71	47,652.80	22.91
304	1110	Engineering Technician I	31,366.40	15.08	35,505.60	17.07	41,828.80	20.11
306	1111	Engineering Technician II	34,070.40	16.38	39,520.00	19.00	45,364.80	21.81
308	1131	Traffic Signal Technician	35,526.40	17.08	40,268.80	19.36	47,320.00	22.75
309	1134	Traffic Signal Tech Lead	37,336.00	17.95	42,244.80	20.31	49,670.40	23.88
310	1222	Plumbing Inspector	42,577.60	20.47	48,131.20	23.14	56,368.00	27.10
312	1223	Electrical Inspector	42,577.60	20.47	48,131.20	23.14	56,368.00	27.10
314	1225	Housing Inspector	42,577.60	20.47	48,131.20	23.14	56,368.00	27.10
315	1226	Building & Zoning Inspector	42,577.60	20.47	48,131.20	23.14	56,368.00	27.10
316	1311	Transit Driver (Full-time)*	28,641.60	13.77	33,800.00	16.25	40,601.60	19.52
318	1311	Transit Driver (PT 20 hrs)*		11.76		14.33		15.50
321	1307	Lead Lane Worker	25,688.00	12.35	31,324.80	15.06	33,841.60	16.27
320	1318	Lane Worker	24,460.80	11.76	29,806.40	14.33	32,240.00	15.50
364	1319	Service Worker	See page 34					
322	1322	Mechanic Assistant	34,195.20	16.44	38,875.20	18.69	45,697.60	21.97
323	1322	Mechanic Assistant (CyRide)	32,947.20	15.84	38,875.20	18.69	45,697.60	21.97
325	1323	Mechanic (CyRide)	39,416.00	18.95	43,492.80	20.91	51,147.20	24.59
327	1324	Lead Mechanic (CyRide)	41,371.20	19.89	45,697.60	21.97	53,643.20	25.79
370	1326	Fleet Technician	See page 34					
371	1328	Lead Fleet Technician	45,177.60	21.72	47,964.80	23.06	56,534.40	27.18
329	5111	Plant Maintenance Specialist	40,788.80	19.61	46,217.60	22.22	54,454.40	26.18
328	5112	Water Plant Operator	43,284.80	20.81	49,046.40	23.58	57,595.20	27.69
330	5130	Water Utility Locator	39,416.00	18.95	44,636.80	21.46	52,624.00	25.30
332	5131	Water Meter Repair Worker	37,398.40	17.98	42,432.00	20.40	49,857.60	23.97
334	5140	Water/PC Lab Technician	35,110.40	16.88	39,249.60	18.87	45,572.80	21.91
336	5141	Water/PC Lab Analyst	43,284.80	20.81	49,046.40	23.58	57,595.20	27.69
338	5213	WPC Plant Operator	43,284.80	20.81	49,046.40	23.58	57,595.20	27.69
339	5220	Res. Rec. Lead Operator	40,747.20	19.59	46,196.80	22.21	54,267.20	26.09
340	5221	Res. Rec. Maintenance Operator	38,854.40	18.68	44,054.40	21.18	51,625.60	24.82
342	5411	Plant Maintenance Operator	43,284.80	20.81	49,046.40	23.58	57,595.20	27.69
343	5412	Process Maintenance Worker	See page 34					

\*Transit Driver Trainees will be paid in accordance with Section 26.1. Time-in-grade credit for step advancement for part-time Transit Drivers and Lane Workers is to be based upon hours actually worked.

**ADDENDUM C**  
**EFFECTIVE 7/1/08 - 6/30/09**

CLASS			<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>		<u>STEP C (48 MOS)</u>	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
362	6111	Laborer	See below					
344	6112	Maintenance Worker	See below					
346	6113	Senior Maintenance Worker	37,960.00	18.25	43,035.20	20.69	50,544.00	24.30
348	6114	Parks Maintenance Specialist	38,459.20	18.49	40,664.00	19.55	47,528.00	22.85
350	6121	Building Maintenance Specialist	37,398.40	17.98	42,432.00	20.40	49,857.60	23.97
352	6151	Truck Driver	29,411.20	14.14	33,238.40	15.98	39,145.60	18.82
354	6152	Senior Heavy Equipment Oper	39,915.20	19.19	42,432.00	20.40	49,857.60	23.97
356	6153	Heavy Equipment Operator	36,337.60	17.47	38,625.60	18.57	45,406.40	21.83
372	6154	Res Rec Equipment Operator	37,544.00	18.05	39,832.00	19.15	46,633.60	22.42
358	6161	Parking Meter Repair Worker	34,091.20	16.39	38,625.60	18.57	45,406.40	21.83

CLASS			<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>	
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
364	1319	Service Worker	31,137.60	14.97	36,732.80	17.66
362	6111	Laborer	29,348.80	14.11	34,486.40	16.58
366	6163	Custodian	28,204.80	13.56	33,155.20	15.94

CLASS			<u>Annual</u>		<u>Hourly</u>
<u>HTE</u>	<u>CODE</u>	<u>TITLE</u>			
370	1326	Fleet Technician			
		Step A – 4 ASE tests	43,035.20	20.69	
		Step B – 7 ASE tests (within 1 year)	46,592.00	22.40	
		Step C – 10 ASE tests (within 2 years)	50,169.60	24.12	
		Step D – ASE certified (within 3 years)	53,872.00	25.90	
343	5412	Process Maintenance Worker			
		Step A (Start)	32,739.20	15.74	
		Step B (6 Months)	34,320.00	16.50	
		Step C (12 Months)	36,150.40	17.38	
		Step D (18 Months)	37,481.60	18.02	
		Step E (24 Months)	39,041.60	18.77	
		Step F (36 Months)	40,622.40	19.53	
		Step G (48 Months)	42,203.20	20.29	
344	6112	Maintenance Worker			
		Step A (Start)	32,760.00	15.75	
		Step B (12 Months)	33,633.60	16.17	
		Step C (24 Months)	34,923.20	16.79	
		Step D (48 Months)	41,038.40	19.73	

ADDENDUM D  
CLOTHING AND EQUIPMENT

The parties hereto contract and agree that for the duration of the preceding contract the following articles of protective clothing and equipment will be provided by the City as required for the safety of the employee: safety shoes, prescription safety glasses or safety goggles, work gloves, hard hats, protective face shields, noise dampeners, work gloves insulated against electrical shock, and other necessary safety equipment. Where present employees are without the listed articles, those items will be provided. All articles provided for the safety of the employee will conform to O.S.H.A. standards. The City may elect to provide non-protective clothing and equipment in addition to the listed items.

Ownership of all clothing and equipment provided by the City is retained by the City, without restriction, with the exception of safety shoes and prescription safety glasses which become the property of the employee when issued. In consideration of this ownership, any employee who does not complete his or her probationary period will be required to reimburse the City for the cost of those safety shoes and prescription safety glasses which were issued upon initial employment. Items listed will be replaced as needed; items must be turned in before a replacement item will be issued. Replacement of safety glasses shall include transitional lenses or photo greys initially paid for by the employee. If an employee requires replacement lenses due to a prescription change, the City shall pay for the new lenses.

Through this addendum the employee does agree to maintain all clothing and equipment provided; to exercise care in the use of that clothing and equipment; to clean that clothing provided; to make minor repairs of that clothing (i.e., replace buttons and repair small tears); and to wear that clothing and equipment while performing his or her work in conformance with this contract. Further, the employee agrees to not use any clothing or equipment provided by the City for his or her personal use.

All uniforms which are furnished to employees by the City are to be worn only when "on duty" or when traveling to or from work. Employees who are in transit to or from work may make ordinary stops in places such as grocery stores, union meetings, etc., which do not reflect poorly on the image of the City. Employees shall not indulge in the use of alcoholic beverages in public places while wearing uniforms bearing City identification.

All of the above items are to be kept at the employees' work station, except that shirts, trousers, safety shoes and glasses may be worn to and from work. In cold weather parkas may be worn to and from work. Resource Recovery Plant employees are not to remove any of the above items from the Resource Recovery Plant.

ADDENDUM E  
LETTER OF UNDERSTANDING

WORK SHIFTS AT RESOURCE RECOVERY DIVISION  
(ARTICLE 11, SECTION 11.1A AND 11.1B)

It is understood by all parties that the above named section of the contract will not be applicable for those persons who are employed by the Resource Recovery Division. Due to the new technology involved in this plant, daily operational hours cannot be patterned.

The following procedures will govern shifts at the Resource Recovery Plant.

Employee weekly work shifts will be posted on the Resource Recovery Plant bulletin board on each preceding Friday afternoon.

Starting times for employees shall not deviate from these posted schedules except for the following reasons:

- (A) Downtime at the Electric Power Plant with any equipment affecting the ability of the plant to dispose of RDF;
- (B) Downtime at the Resource Recovery Plant with any equipment affecting the ability of the plant to process solid waste;
- (C) Mechanical problems with the solid waste equipment causing a slowdown in the processing of solid waste.

In cases where C occurs and necessitates employees reporting to work prior to the posted starting times, they shall be entitled to time and one-half pay for hours worked prior to the posted starting time.

The classification of Resource Recovery Lead Operator shall be considered a day worker and will function as a utility worker providing relief in cases of vacation, sick leave and other special staffing situations.

ADDENDUM F  
RESERVED

ADDENDUM G  
8-HOUR AND 12-HOUR SHIFT SCHEDULE – WATER POLLUTION CONTROL PLANT

The purpose of this addendum is to provide for a six-month trial period implementing a combination of 8-hour and 12-hour shift schedules at the Ames Water Pollution Control Plant. The 8-hour and 12-hour schedules shall apply only to shift work. This shift schedule shall continue beyond the six-month trial period by mutual consent. This agreement may be terminated by the City or the Union upon 30-days' notice. Upon such notice, the schedule shall revert to the Shift Worker schedule specified under Section 11.1(a) of this agreement.

1. The City shall specify seven-day work periods in compliance with the Fair Labor Standards Act.
2. Twelve-hour operating shifts shall commence at 6:00 a.m. and 6:00 p.m. on Saturdays and Sundays. Eight-hour operating shifts shall commence at 6:00 a.m., 2:00 p.m., and 10:00 p.m., and 8-hour maintenance shifts shall commence at 7:00 a.m., Monday through Friday.
3. The overtime pay provisions of the current bargaining agreement are modified for employees assigned to 12-hour shift schedules as follows:
  - A. For hours worked beyond the first 12 on a regularly scheduled work day, the employee shall be paid overtime at the time-and-one-half rate.
  - B. For hours worked beyond the first 16 on a regularly scheduled work day, the employee shall be paid overtime at the double-time rate.
4. The holiday pay provisions of the current bargaining agreement are modified for all shift employees as follows:
  - A. An operator working on a scheduled holiday shall receive pay at the time-and-one-half rate for all hours worked.
  - B. An operator who does not work on a scheduled holiday shall receive four hours of straight-time pay.
  - C. Any operator who receives the holiday off as part of his/her 40-hour work week (i.e. consisting of paid time for hours actually worked plus eight hours paid time off for each holiday) shall not receive any additional compensation.
5. Vacation or sick leave shall be charged for the actual number of working hours missed.

It is important to note that this proposed shift schedule may reduce the ability to cover some requests for vacation or other time off. It is mutually agreed that the supervisors and employees shall work cooperatively to ensure that any potential negative effects are minimized while ensuring that all operating shifts are adequately covered.

Provisions of this revised addendum shall not be incorporated into any successor agreement unless it is mutually agreed to by both parties.

It is mutually agreed and understood that implementation of this shift schedule or any other mutually agreed upon shift schedule shall not replace the contract language specified under Section 11.1(a) of this agreement.

ADDENDUM H  
ADDITIONAL DEFINITIONS

ADVANCEMENT--A salary increase within the limits of a pay range established for a class.

ALLOCATION--The assignment of a position to its proper class in accordance with the duties performed and the authority and responsibilities exercised.

APPEAL--An application for review of an alleged grievance submitted or instituted by an employee to a higher authority.

APPELLANT--The employee submitting an appeal on any matter.

APPLICANT--An individual who has completed and submitted an application for employment with the city.

APPOINTING POWER--The individual who possesses the final authority to make an appointment to the position to be filled.

APPOINTMENT--The offer of and acceptance by a person of a position either on a regular or temporary basis. An appointment may be withdrawn if it is determined by the results of a complete background investigation (references, police checks, etc.) that the person is not qualified for the position in question either in regard to technical ability or personal suitability.

CERTIFICATION--Endorsement as meeting the minimum qualifications and successfully completing the examination for a vacant position. Final certification is contingent upon the results of a complete background investigation for all employees under civil service.

CITY SERVICE or SERVICE OF THE CITY--All positions in all departments which are subject to control and regulation by the City Council.

CLASS--All positions sufficiently similar in duties, authority and responsibility to permit grouping under a common title and application of common standards of selection, transfer, promotion and salary.

CLASS SPECIFICATION--A written description of a class consisting of a class title, a general statement of the level of work and of the distinguishing features of work, examples of duties, and the desirable qualifications for the class.

COMMISSION--The Civil Service Commission appointed as required by applicable statutes of the State of Iowa.

COMPENSATION--The salary, wage, allowances, and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred incident to employment.

COMPETITIVE SERVICE--All positions of employment in the service of the City except those specifically excluded by the Code of Iowa.

DISCHARGE--The separation of a permanent employee for cause.

DISCRIMINATION--A showing of bias or favoritism in treatment because of race, sex, color, ancestry, national origin, religion, handicap, etc.

ELIGIBLE--A person whose name is on an eligible or preferred list.

### ELIGIBLE LIST--

- (A) Open Eligible List - A list of persons who have taken an open- competitive examination for a class in the competitive service and have qualified.
- (B) Promotional Eligible List - A list of persons who have taken a promotional examination for a class in the competitive service and have qualified. A promotional list remains in effect for two years or until it has been depleted.

### EXAMINATIONS--

- (A) Assembled Examination - A test for which applicants are required to appear at a specified time and place for administration of the test.
- (B) Continuous Examination - An open-competitive examination which is administered periodically and as a result of which names are placed on an eligible list.
- (C) Open-Competitive Examination - An examination which is open to all persons meeting the minimum qualifications for the class.
- (D) Promotional Examination - An examination to which admission is limited to permanent and probationary employees in the competitive service who meet the minimum qualifications for the class.
- (E) Unassembled Examination - A test consisting of an appraisal of training, experience, and other factors for evaluating the relative qualifications of applicants.

FULL TIME EMPLOYEE--An employee who works the normal working hours. Normal working hours consist of forty hours for all employees.

LAYOFF--The involuntary nondisciplinary separation of an employee from a position because of a diminution of employees.

OVERTIME--Authorized time worked by an employee in excess of his/her total normal working hours per day.

PERMANENT EMPLOYEE--An employee who has successfully completed his/her probationary period and has been retained as hereafter provided in these rules.

POSITION--Any office or employment, whether occupied or vacant, full time or part time, consisting of duties and responsibilities assigned to one individual by competent authority.

PREFERRED LIST--A list of persons who have been honorably terminated because of a diminution of employees in any classification within the competitive service.

PROBATIONARY EMPLOYEE--An employee who has been certified and appointed, but who has not completed the probationary period as provided in these rules.

PROBATIONARY PERIOD--A working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed by actual performance of the duties of the position.

REGULAR APPOINTMENT--An appointment from an eligible list, without time limitation or special

restrictions as to continued employment, to a permanent position.

REJECTION--Separation of an employee during or at the completion of his/her probationary period.

SALARY REDUCTION--A salary decrease of one or more steps within the limits of the pay range established for a class.

SUSPENSION--The temporary separation of an employee, without pay, for disciplinary purposes.

TEMPORARY APPOINTMENT--An appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles.

TERMINATION--The permanent separation of an employee from the service of the City, including death, rejection, discharge, layoff, resignation or retirement.

## ADDENDUM I

It is the intent of the parties, in agreeing to the changes to Section 11.1(d) to be incorporated in the bargaining agreement to take effect July 1, 1998, that the provision that overtime be earned at time and one-half whether in cash or compensatory time, and that the employee may elect to earn overtime either in cash or compensatory time, shall apply to Section 11.1(g) Rates of Pay - Holidays only for overtime actually worked on a holiday, and shall not change the established practice of cash payment for the base holiday pay provided in Section 11.1(g)(1). Specifically, Holiday Pay for shift operations at the Water Plant and Water Pollution Control Plant shall continue to be paid in cash in accordance with the established practice and may not be earned as, or converted to, compensatory time.

The provisions for daily overtime compensation at the time and one-half or double time rate shall not apply in cases where employees work beyond normally scheduled daily hours as part of a flex time or time trading arrangement as mutually agreed by the employee(s) and management.

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